



PG&E PRODUCTS AND SERVICES AGREEMENT

This PG&E Products and Services Agreement (this “**Agreement**”) is made and entered into as of March 30, 2011 (the “**Effective Date**”) by and between Contra Costa County, a political subdivision of the State of California (“**Customer**”) and Pacific Gas and Electric Company, a California corporation (“**PG&E**”).

RECITALS

WHEREAS, Customer requires street light replacement services and PG&E desires to do so pursuant to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the promises and the mutual covenants and agreements set out in this Agreement, Customer and PG&E agree as follows:

AGREEMENT

1. The Service. PG&E offers street light replacement service which comprises a turnkey project that includes: the ordering of Customer specified street light fixtures (street lamp heads) by PG&E at Customer’s expense, and installation, through a PG&E sub-contractor selected by Customer (the “**Sub-contractor**”), of the PG&E-authorized street light fixtures (street lamp heads) as replacements to existing Customer-owned street lights operating at 120 or 240 volts (as more specifically described in each Accepted Proposal (as defined below), the “**Service**”). The Sub-contractor will be selected by Customer from a PG&E sub-consultant approved list. PG&E represents and warrants that it has conducted its contract process consistent with the Code of Federal Regulations requirements attached hereto as Exhibit E (10 CFR 600.236 (Procurement)) and PG&E’s LED Street Light Turnkey Program Product/Contractor Selection Process guidelines which are attached hereto as Exhibit G. PG&E will submit to Customer a completed “Subcontract/Subgrant Information Form”, the form of which is attached hereto as Exhibit H, which will include information regarding the PG&E approved Sub-contractor selected by Customer. As part of the Service, PG&E will also process Customer-requested rate changes to PG&E rates and any applicable PG&E rebate applications as requested by Customer. PG&E will provide Customer with waste disposal services of removed street light fixtures (street lamp heads).

2. Development, Acceptance, and Performance of Proposals. Upon receipt of a request for Service from Customer, PG&E will consult with Customer and develop a proposal covering the Service (each, a “Proposal”) in the form of proposal attached hereto as Exhibit A (Accepted Proposal). Once a Proposal is signed by both Customer and PG&E, the Proposal will become a binding contract and shall be deemed an “**Accepted Proposal**” for purposes of this Agreement. Accepted Proposals shall be numbered sequentially and must reference this Agreement specifically. The terms of this Agreement are incorporated into each Proposal as if fully set forth therein by virtue of this reference. If any conflict arises between the terms of an Accepted Proposal and the terms of this Agreement, the terms of this Agreement shall prevail. PG&E agrees to provide the Service in accordance with the relevant Accepted Proposal subject to the terms and conditions of this Agreement. PG&E will notify Customer upon its completion of the work specified in an applicable Accepted Proposal, and Customer shall have thirty (30) business days to review and accept such work, after which time PG&E’s performance responsibilities under



the Accepted Proposal will be deemed to have been fulfilled. If, during the thirty (30) business day review period, Customer identifies any outstanding items to be corrected, a punch list will be developed to reflect such items, and PG&E will correct them within fifteen (15) business days after its receipt of such punch list. Any change to an Accepted Proposal must be agreed to by both Customer and PG&E in writing.

3. Additional Work. If, in the process of performing the Service, a condition is discovered that prevents PG&E from performing the Service as specified, PG&E will notify Customer in writing of such condition and the work necessary to remedy the condition using Exhibit B (Additional Repair Work Agreement).

If, for any reason, Customer chooses not to correct such condition, as specified in Exhibit B (Additional Repair Work Agreement), PG&E shall be relieved of any and all responsibility for performing the Service for that street light or group of street lights.

4. Fees. Customer shall pay PG&E for Service performed in accordance with the payment terms set forth in each Accepted Proposal. Work specified in any Additional Repair Work Agreement will be done on a time and materials basis, at PG&E's then current hourly commercial rates as specified in the relevant Additional Repair Work Agreement and with reimbursement of PG&E's actual out-of-pocket expenses for which PG&E has provided Customer with satisfactory evidence thereof. Customer secured federal funds through the United States Department of Energy's Energy and Efficiency Conservation Block Grant (the "**Block Grant Funds**"). Total cost for the Service under this agreement will not exceed \$48,153.00 and Customer's payment for the Service will not exceed \$48,153.00. The Block Grant Funds will be used for the purchase and replacement/installation of street light fixtures (street lamp heads) through the Sub-contractor for PG&E's services through the LED Street Light Turnkey Replacement Service Program and for waste disposal services of removed street light fixtures (street lamp heads) by PG&E as specified in Exhibit I. Customer is required by the United States Department of Energy (the "**DOE**") to include in every agreement the Sub-contractor Flowdown Provisions and Requirements for EECBG Financial Assistance Awards Special Terms and Conditions, dated March 2010, which are attached hereto as Exhibit D, and PG&E will and will cause the Sub-contractor to comply with such provisions and requirements. PG&E will and will cause the Sub-contractor to track and report to Customer, the number of hours spent on project activities and reflect such hours on detailed invoices prior to payment. Each payment made by Customer must reference this Agreement, the Accepted Proposal and invoice number and be mailed to:

PACIFIC GAS AND ELECTRIC COMPANY
Attn: Sales and Service Manager, Business Development
P.O. Box 770000, Mailcode: N10D
San Francisco, CA 94177

5. Limited Warranties.

5.1. Limited Service Warranty. PG&E warrants that the Service will be performed in a commercially reasonable manner consistent with the level of care and skill exercised by others when performing services of a similar nature under similar circumstances. Customer must notify PG&E of any defect in workmanship within one (1) year of completion of installation of the last streetlight fixture installed pursuant to this Agreement (such date, the "**Completion Date**"; and the



one (1) year period following the Completion Date being referred to herein as the “**Limited Service Warranty Period**”). If Customer notifies PG&E of a potential defect in workmanship during the Limited Service Warranty Period and PG&E confirms the defect, PG&E will re-perform the Service at no additional charge to Customer. The limited service warranty set forth in this Section 5.1 extends to Customer only and cannot be assigned by Customer, is in lieu of all other warranties and all other warranties are expressly disclaimed.

5.2. Limited Material Warranty. The manufacturer of the street light head lamp devices to be installed will provide a warranty which is attached as Exhibit C (Manufacturer’s Warranty Information). PG&E will provide Customer all documentation relating to the manufacturer warranty including contact information for the manufacturer or manufacturer’s warranty agent. During the Limited Service Warranty Period, Customer may contact PG&E (as part of the limited service warranty set forth in Section 5.1 hereof) to request that PG&E remove the defective light and reinstall the repaired light or an equivalent replacement light and PG&E will respond to such request pursuant to Section 5.1 hereof. For those years following the Limited Service Warranty Period but still within the warranty coverage period provided by the manufacturer, Customer must contact the manufacturer to make a warranty claim. Customer is responsible for removal of the street light head lamp device, arranging and paying for shipping and insurance for the street light head lamp device to and from the manufacturer’s designated facility (and for all risk of loss to the equipment while in transit), and installation of the street light head lamp device upon return, unless otherwise instructed in the manufacturer’s designated warranty. This limited material warranty extends to Customer only and cannot be assigned by Customer and is in lieu of all other warranties relating to installed materials. **ALL OTHER WARRANTIES (WHETHER EXPRESS OR IMPLIED) RELATING TO INSTALLED MATERIAL ARE HEREBY EXPRESSLY DISCLAIMED.**

5.3. Disclaimers. Except for warranties expressly set forth in Section 5 of this Agreement, PG&E HEREBY EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES (WHETHER EXPRESS OR IMPLIED OR ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE, AND INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY, INTEROPERABILITY AND FITNESS FOR A PARTICULAR PURPOSE) RELATING TO THE SERVICE. Customer acknowledges and agrees that the specific remedies described in Sections 5 and 11.6 of this Agreement respectively shall be Customer’s sole and exclusive remedies for any and all warranty claims arising under or pertaining to this Agreement.

6. Customer’s Responsibilities. To the extent that performance of the Service by PG&E depends upon approvals or other decisions by Customer, or on Customer furnishing particular documents or information, including but not limited to work permits, and Customer does not timely perform or provide the same, the minimum time estimate for PG&E’s completion of the Service shall be extended by the period of Customer’s delay, if any, with respect thereto. Customer shall reimburse PG&E for the direct costs of any required work permits. If Customer or a competent governmental authority requires any other compliance efforts, including but not limited to flagging, traffic control, or neighborhood notifications as a condition for work to proceed, then Customer shall reimburse PG&E for the costs it incurs related to these efforts. PG&E represents and warrants that all waste disposal services under this Agreement shall be completed in compliance with all applicable federal, state, and local laws and regulations.



7. Data. Customer shall own any documents or information prepared or created by PG&E during the performance of the Service under this Agreement (“**Data**”). PG&E may retain copies of Data for PG&E use, but shall keep the Data confidential and shall not publish or otherwise disclose or knowingly permit PG&E employees to publish or otherwise disclose any Data without Customer’s prior written consent unless such disclosure is required by law or by a court or regulatory agency having authority over PG&E and PG&E shall promptly notify Customer of any such demand for Data it receives from a court or regulatory agency.

8. PG&E’s Utility Obligations. Customer acknowledges that PG&E has an obligation to maintain, repair and service PG&E-owned facilities in order to perform its duties as a public utility. If PG&E determines at any time, in its sole discretion, that it requires any personnel or resources previously committed to the performance of Services for Customer under this Agreement in order to maintain adequate public utility service to PG&E’s other customers or to fulfill its duties as a public utility, then PG&E shall have the right to divert the use of such personnel or resources to satisfy such requirements and PG&E will notify Customer in writing immediately regarding the diversion and its anticipated duration. PG&E shall be excused from its performance of Service affected by its diversion of personnel and/or resources for the purpose of fulfilling its public utility obligations, all to the extent and for the duration its resources are so constrained, and PG&E shall not be considered in default under this Agreement by virtue of the delay in performing the Service caused by such diversion of resources. PG&E shall use diligent efforts to resume and complete its performance of the Service when diverted resources become available again.

9. Insurance, Indemnification and Limitation of Liability.

9.1. Insurance. PG&E will cause the following insurance requirements to be included in its contract with the Sub-contractor for performance of the Service in connection with this Agreement: (a) Sub-contractors will maintain workers’ compensation insurance pursuant to California state law; (b) Sub-contractors will maintain commercial general liability insurance, including contractual liability (or blanket contractual) coverage, owners’ and contractors’ protective coverage, and broad form property damage coverage, with a minimum single-limit coverage of \$2 million per occurrence; and (c) Sub-contractors shall maintain vehicle liability insurance with a minimum combined single-limit coverage of \$1 million per occurrence. Sub-contractors will provide certificates of insurance, copies of policies, or endorsements evidencing the above insurance coverage and requiring at least 30 days’ written notice to PG&E and Customer of policy lapse, cancellation, or material change in coverage. The commercial general liability insurance and vehicle liability insurance shall include endorsements naming Customer and its governing body, officers, agents and employees, as additional insureds. The aforementioned insurance policies shall contain a provision that the insurance afforded thereby to the additional insureds shall be primary insurance to the full limits of the policy and that, if any of the additional insureds has other insurance or self-insurance against a loss covered by such policy, such insurance or self-insurance shall be excess insurance only.

9.2. Indemnification.

(a) PG&E shall fully defend, hold harmless, and indemnify Customer and its officers, agents and employees, against any and all claims, demands, damages, costs, expenses or liability arising out of this Agreement and the Service, except for liability arising out of the sole negligence or willful misconduct of Customer or its officers, agents or employees.



(b) **LIMITATION OF LIABILITY** In the event that P&GE is held liable to Customer or to any party claiming by or through Customer for damages arising under or pertaining to this Agreement, the aggregate liability of PG&E to Customer or to any party claiming by or through Customer shall be limited to the lesser of (a) the estimated price for the Service giving rise to the claim, or (b) the amount actually paid to PG&E with respect to such Service. IN NO EVENT SHALL PG&E BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, COST OF DELAYS, REPLACEMENT OF POWER, OR LOSS OF PROFITS, LOSS OF OR FAILURE TO REALIZE ANTICIPATED SAVINGS. The parties agree that the limitations on liability expressed in this Agreement will apply at all times, whether in contract, equity, tort or otherwise. Customer acknowledges and agrees that the limitations of liability set forth in this Section 9.2(b) may be far less than Customer's loss in the event of any loss or damage to Customer's equipment while in PG&E's care or custody, and Customer expressly assumes the risk of any such deficiency of recovery. The parties acknowledge and agree that the limitations of liability set forth in this Section 9.2(b) are an essential element of their bargain as well as a material inducement for PG&E's entry into this Agreement, and that PG&E's price for the Service reflects their inclusion in this Agreement. Nothing in the foregoing limitation of liability shall affect or diminish PG&E's obligation under Section 9.2(a) to indemnify Customer and its officers, agents and employees as set forth therein.

10. Term and Termination. The term of this Agreement shall be for five years from the Effective Date unless sooner terminated by Customer or PG&E as permitted by this Section 10. Either party may terminate this Agreement or any Accepted Proposal at any time for convenience by giving the other party five days written notice, provided, however, that any such termination shall neither affect PG&E's obligation to perform under any Accepted Proposals during the five day notice period, nor Customer's obligation to pay PG&E for material procured or services rendered under any Accepted Proposal through the effective date of termination, including during the five day notice period. Termination of any individual Accepted Proposal by either party shall not affect the continued validity of this Agreement or of any other Accepted Proposals. Additionally, either party may terminate this Agreement and any then-outstanding Accepted Proposals upon written notice to the other party if the other party: (i) is in default of any obligation hereunder which default is incapable of being cured, or which is capable of being cured, but has not been cured within seven days after receipt of written notice of such default; or (ii) becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets, becomes subject to any proceeding under any bankruptcy or insolvency law whether domestic or foreign, or has been liquidated, voluntarily or otherwise. Also, PG&E may terminate this Agreement immediately and without prior notice in the event that the California Public Utilities Commission issues a ruling or order prohibiting or otherwise preventing PG&E from fulfilling, or substantially interfering with PG&E's ability to fulfill, its obligations under this Agreement, or finding that this Agreement is contrary to the policies of the California Public Utilities Commission. The following Sections of this Agreement shall survive expiration, cancellation or other termination of this Agreement: 4 (Fees), 5 (Limited Warranties), 6 (Customer Responsibilities), 7 (Data), 9 (Limitation of Liability) and 11 (General). Any other provisions of this Agreement that would generally be construed as intended to survive the expiration, cancellation or other termination of this Agreement shall also survive such expiration, cancellation or other termination.



11. General.

11.1. Assignment. This Agreement may not be assigned or otherwise transferred by either Customer or PG&E without the prior written consent of the other party, such consent not to be unreasonably withheld. PG&E will subcontract the installation part of the Service with PG&E approved/certified sub-contractor of Customer's selection. Subject to the foregoing, this Agreement shall inure to the benefit of and be binding upon Customer and PG&E and their respective successors and assigns. PG&E and the Sub-contractor must supply Customer a form with DUNS# prior to the commencement of PG&E's or the Sub-contractor's work.

11.2. Force Majeure. Neither PG&E nor Customer shall be considered in default in the performance of its obligations under this Agreement, to the extent that (and only for so long as) the performance of any such obligation is prevented or delayed by any cause, existing or future, which is beyond the reasonable control of the affected party; provided, however, that Customer shall be excused from the obligation to make payments hereunder for services which PG&E is prevented from performing due to circumstances beyond its reasonable control.

11.3. Notices. Any notice required or permitted by this Agreement shall be in writing and shall be delivered as follows, with notice deemed given as indicated: (i) by personal delivery, when delivered personally; (ii) by overnight courier, upon written verification of receipt; or (iii) by certified or registered mail, return receipt requested, upon verification of receipt. Notices shall be addressed, if to PG&E, to the address set forth above for payment, or if to Customer, to the primary business contact address given in the Accepted Proposal, Exhibit A, same as listed below:

Contra Costa County, Public Works Department
Special Districts, Engineering Services
255 Glacier Drive
Martinez, CA 94553

11.4. Reporting Requirements. As specified in Section 4 hereof (Fees), Customer has secured the Block Grant Funds through the DOE in the Energy & Efficiency Conservation Block grant. Through this Agreement, Customer is notifying PG&E that in conjunction with each Accepted Proposal, the Block Grant Funds will be used to pay PG&E for the Service and that in whole or in part, the specific compliance obligations and reporting requirements associated with the use of the Block Grant Funds shall be as set forth under Section 11.5 below.

11.5. American Recovery and Reinvestment Act. The DOE requires that Customer, PG&E and the Sub-contractor agree and comply with the requirements of the American Recovery and Reinvestment Act of 2009, Public Law 111-5 (the "ARRA").

To the extent any Service is funded in whole or in part using Block Grant Funds awarded or granted to Customer by or through the DOE by virtue of appropriations under the ARRA, in addition to the Special Terms and Conditions in Exhibit D, Customer and PG&E agree that the following special terms and conditions shall apply and PG&E agrees to cause the Sub-Contractor to comply with such special terms and conditions:

- a) Federal Inspection Rights. PG&E shall allow any representative of a Department of Energy inspector general appointed under section 3 or 8G of the Inspector General Act of 1988 (5 U.S.C. App.) or representative of the United States Comptroller



General to (i) examine any records of PG&E pertaining to this Agreement, and (ii) to allow any of the foregoing representatives to interview any employee or sub-contractor in connection with such examination.

- b) Waste Disposal. PG&E shall (and shall cause any sub-contractor performing the work to) adhere to the DOE's approved waste disposal plan here attached as Exhibit I.
- c) Wage Rates and Labor Standards. PG&E shall (and PG&E shall cause any subcontractor engaged to perform work pursuant to this Agreement to):
 - i. Pay all laborers and mechanics employed by PG&E (and/or by each PG&E sub-contractor engaged to perform work pursuant to this Agreement) wages and fringe benefits unconditionally, not less often than once a week, and at rates not less than those prevailing on projects of a character similar in the locality in which work is to be performed pursuant to this Agreement, all as specified by the United States Secretary of Labor under 29 CFR 5.5(a), and as mandated by subchapter IV of chapter 31 of part A of subtitle II of title 40, United States Code (commonly referred to as the "Davis-Bacon Act");
 - ii. Display the wage determination and the Davis-Bacon poster at all times at the site of the work in a prominent and accessible place where it can be easily seen by the workers;
 - iii. Retain payroll records during the performance of this Agreement and for a period of three (3) years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct job classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof, daily and weekly number of hours worked, deductions made, and actual wages paid). PG&E shall upon request make such payroll records available to representatives of the DOE and/or of the United States Department of Labor for inspection, copying, or transcription, and shall allow any of the foregoing representatives to interview such PG&E or sub-contractor personnel during working hours on the job site as part of such inspection.
 - iv. On a weekly basis, PG&E and the Sub-contractor must provide Customer, at the address set forth in Section 11.3, a copy of all certified payroll records described in Section 11.5(c)(iii), accompanied by a "Statement of Compliance," signed by PG&E (or the applicable sub-contractor) which certifies the accuracy and completeness of such payroll records. Customer will submit these records to the DOE for compliance.
- d) Whistleblower Protection. PG&E shall (and PG&E shall cause its sub-contractor(s) engaged to perform work pursuant to this Agreement to) refrain from discharging, demoting, or otherwise discriminating against any of its employees as a reprisal for the disclosure by the employee (to the Accountability and Transparency Board, to the United States inspector general, to the Comptroller General, to a member of Congress, to a State or Federal regulatory or law enforcement agency, to a person with supervisory authority over the employee, to any other person working for PG&E or any PG&E subcontractor who has the authority to investigate, discover or terminate misconduct, to a court or to a grand jury, to the head of a Federal agency, or to any



representative of any of the foregoing) of any information that the employee believes is evidence of:

- i. A gross mismanagement or waste of Block Grant Funds;
- ii. A substantial and specific danger to public health or safety related to the implementation or use of Block Grant Funds;
- iii. An abuse of authority related to the implementation or use of Block Grant Funds; or
- iv. A violation of law, rule, or regulation related to a federal agency contract (including the competition for or negotiation of a contract) or grant, awarded or issued relating Block Grant Funds.

11.6. Disputes. The parties will negotiate in good faith to expeditiously resolve any dispute, claim or controversy arising under or relating to this Agreement (including, without limitation, as to its formation, validity, binding effect, interpretation, performance, breach, or termination, as well as non-contractual claims) on a negotiated basis. If, in either party's reasonable judgment, such negotiations do not result in an amicable outcome after such party's good faith efforts over a period of at least thirty (30) days, such party shall be free to pursue all available remedies under law in any competent forum.

11.7. Choice of Law. This Agreement is made in Contra Costa County and is governed by, and will be construed in accordance with, the laws of the State of California. Any action relating to the Agreement shall be instituted and prosecuted in the courts of Contra Costa County, State of California.

11.8. Entire Agreement; Amendments. This Agreement and the related Accepted Proposals, constitute the entire agreement between the parties concerning the subject matter hereof, and supersede all prior and contemporaneous communications, promises, representations or agreements. This Agreement may only be modified and amended upon the express written agreement of the parties.

IN WITNESS THEREOF, the parties have caused this Agreement to be executed as of the Effective Date first set forth above.

CUSTOMER CONTRA COSTA COUNTY

Print Name: David Gould

Title: Purchasing Agent

Signature: Dail Muel

Date: 3/30/11

PACIFIC GAS AND ELECTRIC COMPANY

Print Name: ROXANNE FONG

Signature: [Signature]

Date: 4.4.11



**Pacific Gas and
Electric Company**

Agreement No.: SLT-032 Contra Costa County
PO #:

APPROVED AS TO FORM

County Counsel:

[Handwritten signature]

Date:

3/30/11
by Deputy County Counsel, Eric Gelston



EXHIBIT A: FORM OF ACCEPTED PROPOSAL

PROPOSAL NUMBER _____

This Proposal is made and entered into as of _____, 2011 by and between Contra Costa County, a political subdivision of the State of California ("Customer") and Pacific Gas and Electric Company, a California corporation ("PG&E"). This Proposal is subject to the terms and conditions of the PG&E Products and Services Agreement between Customer and PG&E dated as of _____, 2011 (the "Agreement").

DESCRIPTION OF SERVICES

Scope of Work: _____

Estimated minimum number of days to complete scope of work: _____

Date work is estimated to begin: _____

Completion Date: _____

Customer sites where work is to be performed (may attach spreadsheet of street lights):

Type and number of street light fixtures (street lamp heads) to be replaced: See attached spreadsheet. Locations may change as street lights are added to or deleted from the project. A final spreadsheet will be given to Customer upon completion of the work.

Contact information and warranty for the LED street light manufacturer is attached to this Proposal.

MATERIALS DISPOSAL

PG&E will provide Customer with waste disposal services for removed street light fixtures (street lamp heads). PG&E will hold Customer harmless for damage to stored materials pursuant to the indemnity set forth in Section 9.1 of the Agreement.

PG&E's sub-contractor will keep the street light head lamps that have been replaced in a locked container until taking them to PG&E's yard. Sub-contractor will separate the lamp from the fixture and put them in appropriate bins. PG&E will label the bins and ship them to a registered disposal facility.

[Describe any special arrangements for materials disposal.]

TRAFFIC CONTROL PLAN

PG&E will and will cause its sub-contractor to comply with all applicable federal, state, and local laws, rules, regulations, permits, and codes including without limitation such laws, rules, regulations, permits, and codes with respect to safety and traffic control.

COST AND PAYMENT SCHEDULE

Customer's payment for the services to be provided under this Accepted Proposal will not exceed \$48,153.00.

The foregoing payment limit includes the value of the LED streetlight rebates from the cost of the Services.

Payment Schedule: TBD

Initial Payment: Upon PG&E's ordering of the street light head lamp materials, Customer will be invoiced 50% of the total amount of the cost of such street light head lamp materials.

Final Payment: Customer will be invoiced for final payment upon completion of the Service described herein and in the Agreement and when punch list items listed in an Additional Repair Work Agreement (if any) have been completed.

If Customer chooses to terminate this Proposal prior to completion of the Services, then Customer shall pay PG&E for all costs accrued up to the date of termination, including all materials purchased.

PG&E will submit invoices to Customer based on the Payment Schedule. Each invoice will reference the Agreement and this Proposal and be submitted to Customer's billing address as set forth below. Customer will remit payment to PG&E within 30 days after receipt of the invoice.

BUSINESS CONTACTS:

PG&E's primary business contact for this Proposal:

Name: Cindy Bryson
Title: Sales Manager, Business Development, PG&E
Address: 245 Market St, San Francisco, CA 94105
Telephone: 415-973-8220
Email: cabj@pge.com



Customer's primary business contact for this Proposal:

Name: Jessi Duffy

Title: Engineering Technician, CCC Public Works Department, Special Districts

Address: 255 Glacier Dr, Martinez, CA 94553

Telephone: 925-313-2286

Email: jduffy@pw.cccounty.us

CUSTOMER BILLING CONTACT

Customer's billing contact for this Proposal: Same as Above

AMERICAN RECOVERY AND REINVESTMENT ACT DISCLOSURE

PG&E and Customer acknowledge and agree that, to the extent the Services described in this Proposal are, at any point in time, funded in whole or in part using federal funds awarded or granted directly or indirectly to Customer by or through the United States Department of Energy by virtue of appropriations under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5 (the "ARRA"), the special terms and conditions set forth in Section 11.5 of the Agreement will apply.

This Proposal is funded (in whole or in part) by federal funds appropriated under the ARRA.

IN WITNESS THEREOF, the parties agree to be bound by this Proposal as of the date first set forth above.

CUSTOMER CONTRA COSTA COUNTY

PACIFIC GAS AND ELECTRIC COMPANY

Print Name: _____

Print Name: _____

Title: Purchasing Agent

Signature: _____

Signature: _____

Date: _____

Date: _____



***Pacific Gas and
Electric Company***

Agreement No.: SLT-032 Contra Costa County
PO #:

APPROVED AS TO FORM

County Counsel: _____

Date: _____



**EXHIBIT B
FORM OF ADDITIONAL REPAIR WORK AGREEMENT**

REPAIR WORK AGREEMENT NUMBER _____

This Additional Repair Work Agreement is made and entered into as of _____, 2011 by and between Contra Costa County, a political subdivision of the State of California ("Customer") and Pacific Gas and Electric Company, a California corporation ("PG&E"). This Additional Repair Work Agreement is subject to the terms and conditions of the PG&E Products and Services Agreement between Customer and PG&E dated as of _____, 2011 (the "Agreement").

PG&E has informed the Customer of a repairable condition as described below. The Customer has requested that PG&E provide the necessary labor, equipment, and material to repair, replace or correct the condition on the Customer's equipment described below.

Description of repairable condition:

PG&E will invoice the Customer on a time and materials basis at the following labor rates (rates valid through 12/31/11):

Straight time (8AM-5PM M-F): \$_____/hour
Overtime: \$_____/hour

Executed this ____ day of _____, 20__.

Facility name: _____

IN WITNESS THEREOF, the parties agree to be bound by this Repair Work Agreement as of the date first set forth above.

CUSTOMER CONTRA COSTA COUNTY

PACIFIC GAS AND ELECTRIC COMPANY

Print Name: _____

Print Name: _____

Title: Purchasing Agent

Signature: _____

Signature: _____

Date: _____

Date: _____



***Pacific Gas and
Electric Company***

Agreement No.: SLT-032 Contra Costa County
PO #:

APPROVED AS TO FORM

County Counsel: _____

Date: _____



**EXHIBIT C
MANUFACTURER'S WARRANTY INFORMATION**

Contact information for street light manufacturer and photocontrol manufacturer:

Ripley Lighting Controls

2023 Platt Springs Road
P.O. Box 3229
West Columbia, SC 29169
Phone: 803-939-4700
Fax: 803-939-4777

Warranty period:

8 years.

Warranty is attached and will be attached to each Proposal



***Pacific Gas and
Electric Company***

Agreement No.: SLT-032 Contra Costa County
PO #:

RIPLEY LIGHTING
CONTROLS

DIVISION OF SOUTHCONN TECHNOLOGIES INC

2023 Platt Springs Road
P.O. Box 3229
West Columbia, SC 29169
Phone: 803-939-4700
Fax: 803-939-4777

WARRANTY

The 6300 Series carries an 8-year warranty. If the product fails due to manufacturing defect within its warranted period, Ripley Lighting Controls will choose to either replace or repair the lighting control unit. This warranty does not cover damage caused by accident, abuse, misuse or lightning strikes. Ripley's liability hereunder shall be limited to replacement or repair and shall not cover the cost of removal or installation of the unit, nor any consequential damages. Ripley Lighting Controls assumes no further liability with respect to the sale or use of this product. This warranty is in lieu of other warranties, expressed or implied, including the warranty of merchantability. Ripley Lighting Controls makes no warranty with respect to the suitability of the user's particular application. This warranty gives the user specific legal rights.